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CALIFORNIA

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EXAMINER S INT.

Assessor s Identification Number (AIN)
To Be Completed By Examiner Or Title Company In Black Ink

Number of Parcels Shown

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AND WHEN RECORDED TO MAIL TO:

Latham & Watkins
633 West Fifth Street, Suite 400
Los Angeles, CA 90071-2007
Attn: Dale K. Neal, Esq.

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**SECOND AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HARBOR GATEWAY CENTER,
INDUSTRIAL TRACT PARCEL**

This Second Amendment To Declaration of Covenants, Conditions And Restrictions For Harbor Gateway Center, Industrial Tract Parcel (the "Second Amendment") is made as of the 16th day of ~~November~~ ^{December}, 1999, by Harborage Property Owners Association, a California nonprofit mutual benefit corporation ("Harborage").

RECITALS

A. Harborage is the Association under that certain Declaration of Covenants, Conditions And Restrictions For Harbor Gateway Center, Industrial Tract Parcel executed by Boeing Realty Corporation, a California corporation ("Boeing") on August 3, 1999 and recorded on August 3, 1999 as Instrument No. 99-1483487 in the Official Records of Los Angeles County, California (the "Declaration").

B. Pursuant to their authority under Sections 11.2(a), 11.2(b)(ii) and/or 11.2(b)(iii) of the Declaration, the Board of Directors of the Association and Boeing, acting as Declarant and a Majority of the Owners under the Declaration, has approved this Second Amendment which amends the Declaration by clarifying and/or amending certain duties and obligations of the Association under the Declaration.

C. Pursuant to Section 11.2(a) of the Declaration, the undersigned officer of the Association designated by the Board hereby certifies that the Second Amendment was duly approved by the Board, Declarant and the Majority of the Owners.

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NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Section 1.12(n) of the Declaration is hereby amended to read in its entirety, as follows:

“(n) In the event Declarant assigns to the Association its rights and/or obligations under the Street Tree Covenant (as defined in Section 1.18(d) hereof), under that certain Covenant And Agreement regarding the payment of annual costs for the operation and maintenance of street lighting for the benefit of the Industrial Tract Parcel, recorded on February 2, 1999 in the Recorder’s Office of Los Angeles County as Instrument No. 99-0169553 (the “Street Lighting Covenant”), and under that certain Sideyard And Driveway Easement And Maintenance Agreement recorded on September 30, 1997 in the Recorder’s Office of Los Angeles County as Instrument No. 97-1508163 (the “Sideyard Agreement”), all costs and expenses incurred by the Association in exercising such rights and/or fulfilling such obligations.

2. Sections (p) and (q) are hereby added to the definition of “Common Expenses” under Section 1.12 of the Declaration, as follows:

“(p) maintenance and repair of the Francisco Railroad Crossing and the Knox Railroad Crossing as required under Sections 8.27 and 8.28 of the Declaration;

(q) In the event Declarant assigns to the Association any rights or obligations of Declarant under the Center CC&Rs, all costs and expenses incurred by the Association in exercising such rights and fulfilling such obligations.”

3. Section 6.2 of the Declaration is hereby amended to read in its entirety, as follows:

“6.2 Voting Percentage

Each Voting Member’s voting power shall be determined by dividing the total number of votes to which such Member is entitled (“Voting Entitlement”) by the combined Voting Entitlement of all Owners (“Total Entitlement”). Total Entitlement shall be 3,145,700 votes.”

4. Section 7.1(a)(i) is hereby amended to read in its entirety, as follows:

“(i) Regular Assessments, which shall include an adequate reserve fund for the periodic maintenance, repair and replacement of, and

for other Association obligations regarding, the Common Area, the Francisco Railroad Crossing and the Knox Railroad Crossing;"

5. Section 7.2 is hereby amended to read in its entirety, as follows:

"7.2 Purpose of Assessments

Subject to Section 7.5 hereof, the Association shall levy Regular Assessments and Special Assessments sufficient to perform its obligations under the Governing Documents and to pay for Common Expenses. Such Assessments shall be used exclusively to promote the health, safety and welfare of the Owners and Occupants, for the improvement and maintenance of the Common Area, for the maintenance of the Knox Railroad Crossing and the Francisco Railroad Crossing under Sections 8.27 and 8.28 hereof, for the coordination, monitoring and enforcement of the TDM Program, for the performance of the duties and operations of the Association and to further any other purpose that is for the common benefit of the Owners and Occupants in their use and enjoyment of the Industrial Tract Parcel."

6. Section 8.27 is hereby added to the Declaration, as follows:

"8.27 Maintenance of Francisco Railroad Crossing.

The power and duty to keep and maintain the railroad crossing located within or adjacent to the Francisco Street Easement Area (as shown on Exhibit __ to the Second Amendment), including, without limitation, paving, crossing gates, signage, flashers and other facilities and equipment (collectively, the "Francisco Railroad Crossing"), in good condition and repair and in compliance with applicable laws and regulations, with the requirements of any contracts pertaining to the Francisco Railroad Crossing that may exist from time to time with the City and with any agreements pertaining to the Francisco Railroad Crossing that may exist from time to time with the applicable railroad company. Such duty shall include, without limitation, the obligation, pursuant to City contractual requirements, to protect the City from liability for said Crossing, including, without limitation, naming the City, the Economic Development Agency of the Federal Department of Housing and Urban Development ("EDA") and the applicable railroad company as additional insureds under any and all insurance policies covering the Association's liability with respect to the Francisco Railroad Crossing."

7. Section 8.28 is hereby added to the Declaration, as follows:

"8.28 Maintenance of Knox Railroad Crossing.

The power and duty to keep and maintain, pursuant to an assignment of such obligations under the Center CC&Rs by Declarant, the Railroad Crossing (as defined in Section II.C.1 of the Center CC&Rs and herein referred to as the "Knox Railroad Crossing"), in good condition and repair and in compliance with applicable laws and regulations, with the requirements of any contracts pertaining to the Knox Railroad Crossing that may exist from time to time with the City and with any agreements pertaining to the Knox Railroad Crossing that may exist from time to time with the applicable railroad company. Such duty shall include, without limitation, the obligation, pursuant to City contractual requirements, to protect the City from liability for said Crossing, including, without limitation, naming the City, the EDA and the applicable railroad company as additional insureds under any and all insurance policies covering the Association's liability with respect to the Knox Railroad Crossing.

8. The phrase "and Development Agreement" in the last line of Section 14.4 of the Declaration is hereby deleted.

Except as so amended, the Declaration remains in full force and effect.

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IN WITNESS WHEREOF, the undersigned officer of Harborage hereby certifies that this Second Amendment has been duly approved by the Board, Declarant and a Majority of the Owners and has acknowledged and executed this Second Amendment as of the date first above written.

HARBOR GATE PROPERTY OWNERS
ASSOCIATION, a California nonprofit mutual
benefit corporation

By: *SMHance*
Its: *President*

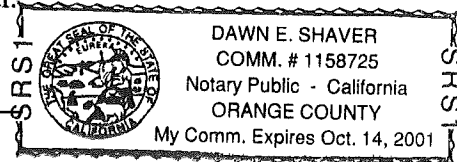
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STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On 12-07-99 before me, Dawn E. Shaver,
a notary public in and for said State, personally appeared S. Mario Stavale
and _____, personally known to me (or proved to me on the
basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Dawn E. Shaver



(Seal)